

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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REEBOK INTERNATIONAL, LTD. ,
Plaintiff,

Index No.: 07 CV 7136 (PKL)

**ANSWER TO
COMPLAINT & THIRD
PARTY COMPLAINT**

-against-

A.P. MOLLER-MAERSK A/S, trading as
Maersk Sealand,
Defendant.

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A.P. MOLLER-MAERSK A/S

Third-Party Plaintiff,

-against-

CONTAINER INTERMODAL TRANSPORT,
INC. and MEDARDO ATILIO CRUZ,

Third-Party Defendants.
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Third-Party Defendants Container Intermodal Transport, Inc. an Medardo Atilio Cruz, by their attorney Campolo, Middleton & Associates, LLP, as and for an Answer to the Complaint and Third-Party Complaint made by Plaintiff and Defendant and Third-Party Plaintiff herein, respectfully allege as follows:

ANWER TO THE COMPLAINT

1. Deny knowledge or information sufficient to form a belief as to the allegations set forth in paragraphs "1" through "7" of the complaint.

ANSWER TO THE THIRD PARTY COMPLAINT

2. Deny knowledge or information sufficient to form a belief as to the allegations set forth in paragraphs "1", "2", "3", "4", "5", "6", "7", and "9" of the Third-Party Complaint.

3. Denies the allegations set forth in paragraphs "10", "11", "12", "13", "14", and "15", of the Third-Party Complaint.

FIRST AFFIRMATIVE DEFENSE

4. The Complaint and third-party complaint fails to state a claim or cause of action against the third-party Defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

5. This Court lacks subject matter jurisdiction over the present action.

THIRD AFFIRMATIVE DEFENSE

6. If the shipment referred to in the Complaint suffered any loss or damage as alleged, which loss or damage is specifically denied, then the said loss or damage occurred as a consequence of negligence and/or breach of contract by plaintiff, shipper, cargo owner, consignee and/or holder of the said bill(s) of lading and while the goods were in the care, custody, carriage and/or transport of the foregoing agents or contractors acting on their behalf.

FOURTH AFFIRMATIVE DEFENSE

7. Plaintiff is not the real party in interest and/or proper party plaintiff to assert this claim.

FIFTH AFFIRMATIVE DEFENSE

8. The shipment described in the Complaint was received, loaded, carried, discharged and/or delivered under and/or subject to the terms, conditions, exceptions and limitations of a certain dock receipt(s), bill(s) of lading, tariff(s), charter(s) and/or contract(s) of affreightment, issued for carriage of the shipment, and by which the shipper, owner, consignee and holders of said bill(s) of lading agreed to be and are bound and subject also to the terms, conditions, limitations and exceptions of the United States carriage of Goods by Sea Act ("COGSA"), 46 U.S.C. §1300 et seq. (as recodified), and/or the Harter Act 46 U.S.C. §19 et seq., and/or other legislation pertinent to this carriage. If any loss, damage or shortage resulted to the shipment described in the Complaint, which is denied, it was due to a cause or causes for which the answering third-party Defendants are not liable by virtue of the terms of the aforementioned dock receipt(s), bill(s) of lading, tariff(s), charter(s) and/or contract(s) of affreightment and/or the aforementioned legislation.

SIXTH AFFIRMATIVE DEFENSE

9. The loss or damage allege in the Complaint occurred at point in time prior to the time the goods were tendered to the third-party Defendants.

SEVENTH AFFIRMATIVE DEFENSE

10. Plaintiff failed to give timely notice of its claim.

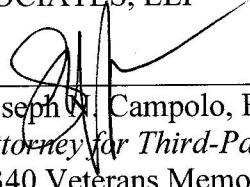
EIGHTH AFFIRMATIVE DEFENSE

11. Third party plaintiff's claims do not arise from a maritime transaction.

Dated: Bohemia, New York
March 31, 2008

CAMPOLO, MIDDLETON
& ASSOCIATES, LLP

By: _____


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